



A SUBSTITUTE ORDINANCE BY

07-O-0189

COMMUNITY DEVELOPMENT/  
HUMAN RESOURCES COMMITTEE

**AN ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE, ON BEHALF OF THE CITY, TO ENTER INTO AGREEMENTS WITH PERFORMERS, ARTISTS, SPONSORS AND VENDORS FOR THE 2007, 2008, AND 2009 ATLANTA JAZZ FESTIVAL AND MONTREUX JAZZ FESTIVAL IN ATLANTA, AND TO CHARGE ADMISSION FEES FOR SELECT EVENTS AT THOSE FESTIVALS; AND DIRECTING THAT ALL JAZZ FESTIVAL REVENUES AND EXPENSES BE DEPOSITED AND EXPENSED FROM TRUST FUND 3P02 REVENUE (464101) AND EXPENSED TO (5\*\*\*\*\*) N41S0201QNA0, AND THAT ALL MONTREUX FESTIVAL REVENUES AND EXPENSES BE DEPOSITED INTO TRUST FUND 3P02 REVENUE (464101) AND EXPENSED TO (5\*\*\*\*\*) N41S0202QNA0; AND THAT THE CITY ATTORNEY BE AUTHORIZED TO EXPEND AN AMOUNT NOT TO EXCEED \$11,500 TO COPYRIGHT JAZZ FESTIVAL OFFICIAL ARTWORK AND TO PAY FOR OUTSIDE COUNSEL, INTELLECTUAL PROPERTY LEGAL SERVICES NECESSARY TO IMPLEMENT A REVENUE-GENERATING CITY WEBSITE FOR THE FESTIVALS, SAID AMOUNT TO BE PAID FROM THE AFORE-MENTIONED JAZZ FESTIVAL AND MONTREUX FESTIVAL ACCOUNT NUMBERS; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta ("City") produces two music festivals each year for the benefit of its citizens, the Atlanta Jazz Festival ("Jazz Festival") and the Montreux Jazz Festival in Atlanta ("Montreux Festival") (collectively, the "Festivals");

**WHEREAS**, the Jazz Festival is held throughout the month of May, and includes approximately one hundred free events and approximately five events for which an admission price is charged; and

**WHEREAS**, the Montreux Festival is held for up to five consecutive days, including the Labor Day weekend, and includes approximately ten free events and fifteen events for which an admission price is charged; and

**WHEREAS**, the City pays for the Festivals from Hotel Motel Tax proceeds, from sponsors of each of the Festivals, from vendors at the Festivals, and from revenues generated by the Festivals' concerts that charge an admission price; and

**WHEREAS**, because of the limited Hotel Motel Tax funds, and because significantly more of those funds are allocated for the Jazz Festival, and because the budget for the Montreux Festival was cut significantly beginning with the 2002 City budget, the Jazz



Festival is able to provide a large number of free events, whereas the Montreux Festival must charge an admission fee for the majority of its events; and

**WHEREAS**, as the producer of the Festivals, the City must negotiate contracts with each of the performers and each of the sponsors and vendors; and

**WHEREAS**, the cost of the performers at each of the Festivals is up to \$5,000 for local performers from the metro Atlanta region, up to \$50,000 for national performers such as Gladys Knight or Art Garfunkel, and up to \$100,000 for headline performers such as Aretha Franklin or Tony Bennett. The City also pays for the performers' backline (instruments, equipment, etc) staging, sound, and lights. Lastly, the City pays for non-local performers' round trip airfare, and hotel, meal, and ground transportation costs; and

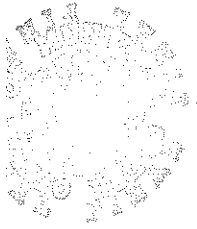
**WHEREAS**, there are no greater than five headline performers at each of the Festivals; and

**WHEREAS**, one way that the City pays for the Festivals is through sponsorships. The Festivals have different levels and types of sponsorships, depending upon the amount and type of the sponsor's contribution: Presenting Sponsors donate cash or in-kind donations totaling \$85,000 or more; Official Sponsors donate cash or in-kind donations totaling between \$50,000 to \$100,000; Supplier Sponsors donate cash or in-kind donations totaling between \$25,000 to \$75,000; and Media Sponsors donate cash or in-kind donations totaling between \$25,000 to \$75,000; and

**WHEREAS**, one of the in-kind donations that may be offered for the 2007, 2008 and/or 2009 Festivals is the creation and maintenance of a Festivals Website. This website would advertise the Festivals. In addition, people would be able to download and pay for segments of the Festivals' concerts. They would also be able to purchase merchandise from the Festivals (shirts, mugs, etc.) and performers' merchandise (CDs, etc.) through the website. In this way, the website would serve as a revenue generating mechanism to help offset the cost of the Festivals. In order to permit these sales, the City will need to enter agreements for the acquisition of the rights to the recordings of the live performances; and

**WHEREAS**, contributions made by Jazz Festival sponsors are utilized for the Jazz Festival only, and contributions made by Montreux Festival sponsors are utilized for the Montreux Festival only; and

**WHEREAS**, in exchange for the donation, sponsors receive numerous benefits, including: passes or tickets to the Festivals' events that otherwise require an admission fee; discounted tickets to the Festivals' events that require an admission fee and an opportunity to purchase those tickets in advance; gifts of Festivals-related merchandise; inclusion of sponsor's name or logo in the Festivals' press releases, advertisements, event related published stories, and television advertisements; and dedicated space at select Festivals' events wherein the sponsor can display its goods and a banner with the company logo; and



**WHEREAS**, sponsors for the Jazz Festival receive Jazz Festival benefits only and sponsors for the Montreux Festival receive Montreux Festival benefits only; and

**WHEREAS**, one way that the City pays for the Festivals is through the collection of vending fees. Numerous vendors request the ability to sell and/or advertise their goods at these Festivals, including vendors selling merchandise, and vendors selling food and drinks. The City charges these vendors for the privilege of vending at the Festivals, and the charge is based on the market rate for the right to vend, whether the vendor is selling goods or advertising goods, whether the goods being sold are edible, the cost of the goods being sold, and the size of the space being provided to the vendor; and

**WHEREAS**, one way that the City pays for the Festivals is through charging an admission fee for certain of the Festivals' events. As the producer of the Festivals, the City must determine a reasonable market based entrance fee; and

**WHEREAS**, the City determines which artists to pursue for each of the Festivals by researching the popularity of various artists, including review of published articles and polls, researching the cost of various artists and comparing those costs to the going rates within the industry for artists of similar notoriety, and the artists' availability. Based upon this information, the City creates a list of artists that it would like to have perform, approaches each artist and requests that s/he perform at one of the Festivals; and

**WHEREAS**, booking artists occurs at a quick pace, in that artists are generally unwilling to reserve a performance date without a guarantee that they will in-fact be hired for that date. Therefore, once the City determines that it wants a performer to appear at a Festival, it needs to enter an agreement with that artist so that the artist is not hired by someone else; and

**WHEREAS**, because the City selects artists that it wishes to perform at these Festivals, and because of the pace of booking artists, the City's procurement process is not an effective manner of selecting and hiring artists and the artist procurement process for these Festivals should be exempt from the Procurement Code; and

**WHEREAS**, because the City allows for an unlimited number of sponsors for the Festivals, and because these arrangements are made within a relatively close time proximity to the Festivals, the City does not have time to select and contract with Festivals' sponsors in the fashion set forth in the Procurement Code, and there is no benefit to the City from following the Procurement Code guidelines, and the sponsor and artists contracts for the Festivals should be exempt from the Procurement Code; and

**WHEREAS**, the City has an official logo for each of the Festivals. In addition, the City commissions an artist each year to create the official artwork for the Jazz Festival. The City utilizes the name and logo of each of the Festivals, and the Jazz Festival official artwork on merchandise. The City sells the merchandise to raise revenues to support the Festivals; and



**WHEREAS**, the City has already registered the word marks “ATLANTA JAZZ FESTIVAL” and “MONTREUX ATLANTA MUSIC FESTIVAL”, so that non-City entities cannot commercially utilize those words, or words with a similar meaning. The City has also registered the design marks of the Jazz Festival’s logo and the Montreux Festival’s logo. The City should now copyright the official artwork of the Jazz Festival; and

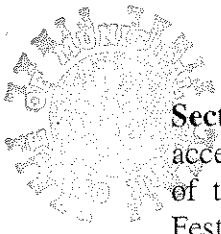
**WHEREAS**, by copyrighting the artwork, the City can legally prevent others from utilizing the artwork that belongs to the City, and can thereby increase the revenues raised by the City; and

**WHEREAS**, a copyright applies to all uses of the artwork, including t-shirts, posters, water bottles and hats. The cost of copyrighting the official artwork of the Jazz Festival is \$45 per painting, per year. The City anticipates having one new painting in 2007, a new painting in 2008, and a new painting in 2009, but may decide upon additional paintings at a later time.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:**

**Section 1.** The Mayor or her designee, on behalf of the City, is hereby authorized to enter into and execute agreements with artists to perform at the 2007, 2008, and 2009 Jazz Festival and the 2007, 2008, and 2009 Montreux Festival (“Artist Agreements”). The Artist Agreements with local artists shall provide a fee to the artist in an amount not to exceed \$5,000, unless the local artists have received national acclaim. The Mayor or her designee may enter no greater than five Artist Agreements per each of the two Festivals, whereby the fee paid to the artist is in an amount greater than \$50,000 but not exceeding \$100,000. All other Artist Agreements for the two Festivals shall provide artist fees in an amount not to exceed \$50,000. In addition, the Artist Agreements with all of the artists shall provide that the City shall pay for the Artists’ technical rider requirements. The Artist Agreements with all of the artists other than the local artists, shall provide that the City shall pay for the Artists’ personal rider requirements. The technical rider requirements shall include backline (instruments, equipment, etc) staging, sound, and lights, and in no event shall these costs exceed \$15,000 per artist. The personal rider requirements shall include round-trip airfare, hotel, meal, and ground transportation costs of the artist, and in no event shall these costs exceed \$5,000 per artist. The Mayor or her designee is not authorized to agree to the City expenditure of any additional money in the Artist Agreements, other than as set forth in this Section 1.

**Section 2.** The cost of the Jazz Festival Artist Agreements shall be charged to and paid from the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02 5\*\*\*\*\* N41S0201QNA0. The cost of the Montreux Festival Artist Agreements shall be charged to and paid from the Montreux Festival Trust Fund Account, Fund Account Center No. 3P02 5\*\*\*\*\* N41S0202QNA0.

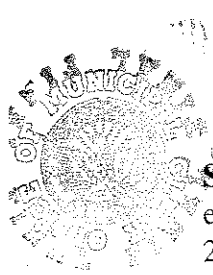


**Section 3.** The Mayor or her designee, on behalf of the City, is hereby authorized to accept donations for the Festivals and to enter into and execute agreements with sponsors of the 2007, 2008, and 2009 Jazz Festival and the 2007, 2008, and 2009 Montreux Festival ("Sponsor Agreements"). The Mayor or her designee, on behalf of the City, is also authorized to enter into and execute agreements for the acquisition of the rights to one or more of the recordings of live performances at or related to the Festivals, or other events at the Festivals, provided that said agreements are revenue generating. The Mayor or her designee is further authorized to provide benefits to sponsors in exchange for their donations. The Sponsor Agreements shall set forth the type of sponsorship, the sponsorship fee, and the benefits provided by the City to the sponsors. The Sponsor Agreements shall be for the following levels of sponsorships with the following associated fees: Presenting Sponsors, whereby the sponsor must donate cash or in-kind donations totaling \$85,000 or more; Official Sponsors, whereby the sponsor must donate cash or in-kind donations totaling \$50,000 or more; Supplier Sponsors, whereby the sponsor must donate cash or in-kind donations for \$25,000 or more; and Media Sponsors, whereby the sponsor must donate cash or in-kind donations for \$25,000 or more. The benefits provided to the sponsors shall be determined by the Commissioner of the Department of Parks, Recreation and Cultural Affairs ("Commissioner") or her designee, but shall be in the nature of advertisement of the sponsor in Jazz or Montreux Festival advertisements or at Jazz or Montreux Festival events, Jazz or Montreux Festival tickets, and Jazz or Montreux Festivals merchandise. Jazz Festival Sponsors shall receive Jazz Festival benefits only, and Montreux Festival sponsors shall receive Montreux Festival benefits only. Sponsors of both Festivals may receive benefits from both Festivals. The Commissioner is authorized to include sponsor logos on and in advertisements for the Festivals, and to hang banners including sponsor logos at the Festivals' events.

**Section 4.** All Jazz Festival contributions shall be deposited into the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02 464101 N41S0201QNA0, and shall be used to pay for Jazz Festival costs only. All Montreux Festival contributions shall be deposited into the Montreux Festival Trust Fund Account, Fund Account Center No. 3P02 464101 N41S0202QNA0, and shall be used to pay for Montreux Festival costs only.

**Section 5.** The Commissioner or her designee is authorized to charge admission prices for the 2007, 2008, and 2009 Jazz and Montreux Festival events, provided that each of the Festivals has some events that are free. These admission prices shall be consistent with the market rate admission prices for the particular artist(s) performing at the event, as determined by the Commissioner.

**Section 6.** All revenues derived from Jazz Festival admission fees shall be deposited into the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02 464101 N41S0201QNA0, and shall be used to pay for Jazz Festival costs only. All revenues derived from Montreux Festival admission fees shall be deposited into the Montreux Festival Trust Fund Account, Fund Account Center No. 3P02 464101 N41S0202QNA0, and shall be used to pay for Montreux Festival costs only.



**Section 7.** The Mayor or her designee, on behalf of the City, is hereby authorized to enter into and execute agreements with artists to create the official artwork of the 2007, 2008, and 2009 Jazz Festival ("Official Artwork Agreements"). The Official Artwork Agreements shall provide a fee to the artist such that the City expends an amount not to exceed \$2,000 per year, or \$6,000 total for the official artwork of the 2007, 2008, and 2009 Jazz Festival.

**Section 8.** The City Attorney is hereby authorized to utilize outside counsel specializing in intellectual property law to copyright the official artwork of the 2007, 2008 and 2009 Jazz Festival. The cost of this copyright work, including filing and attorneys' fees, shall not exceed \$500 during each of the years 2007, 2008, and 2009, or \$1,500 total. The costs of the copyright work shall be charged to and paid from the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02 5\*\*\*\*\* N41S0201QNA0.

**Section 9.** The City Attorney is hereby authorized to utilize outside counsel specializing in intellectual property law to prepare agreements necessary to implement a revenue-generating project that will include a City website from which people can purchase recordings of live performances at or related to the Festivals. The costs of these legal fees shall not exceed \$10,000. Those portions of the fees related to the Jazz Festival, as determined by the Commissioner or her designee, shall be charged to and paid from the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02 5\*\*\*\*\* N41S0201QNA0. Those portions of the fees related to the Montreux Festival, as determined by the Commissioner or her designee, shall be charged to and paid from the Montreux Festival Trust Fund Account, Fund Account Center No. 3P02 5\*\*\*\*\* N41S0202QNA0.

**Section 10.** All ordinances in conflict herewith are hereby waived for purposes of this Ordinance only, and only to the extent of the conflict.

A true copy,

ADOPTED by the City Council  
APPROVED by the Mayor

FEB 19, 2007  
FEB 27, 2007

*Rhonda Daughin Johnson*  
Municipal Clerk

RCS# 925  
2/19/07  
2:04 PM

Atlanta City Council

REGULAR SESSION

CONSENT I

07-O-0251,

ADOPT EXCEPT

YEAS: 13  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 1  
EXCUSED: 0  
ABSENT 2

Y Smith	B Archibong	Y Moore	Y Mitchell
Y Hall	Y Fauver	Y Martin \	B Norwood
Y Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	Y Sheperd	NV Borders

CONSENT I



07-0-0189

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AN ORDINANCE BY

COMMUNITY DEVELOPMENT/  
HUMAN RESOURCES COMMITTEE

AN ORDINANCE AUTHORIZING THE MAYOR OR HER  
DESIGNEE, ON BEHALF OF THE CITY, TO ENTER  
INTO AGREEMENTS WITH PERFORMERS, ARTISTS,  
SPONSORS AND VENDORS FOR THE 2007, 2008, AND  
2009 ATLANTA JAZZ FESTIVAL AND MONTREUX  
ATLANTA MUSIC FESTIVAL AND TO CHARGE  
ADMISSION FEES FOR SELECT EVENTS AT THOSE  
FESTIVALS, AND THAT ALL JAZZ FESTIVAL  
REVENUES AND EXPENSES BE DEPOSITED AND  
EXPENSED FROM 3P02 REVENUE (464101) AND  
EXPENSED TO (5\*\*\*\*) N4IS0201QNA0, AND THAT  
ALL MONTREUX FESTIVAL REVENUES AND  
EXPENSES BE DEPOSITED INTO REVENUE (464101)  
AND EXPENSED TO (5\*\*\*\*) N4IS0202QNA0; AND  
THAT THE CITY ATTORNEY BE AUTHORIZED TO  
EXPEND AN AMOUNT NOT TO EXCEED \$18,500 TO  
REGISTER TRADEMARKS ASSOCIATED WITH THE  
ATLANTA JAZZ AND MONTREUX ATLANTA MUSIC  
FESTIVALS, SAID AMOUNT TO BE PAID FROM THE  
ABOVE-MENTIONED ACCOUNT NUMBERS; AND FOR  
OTHER PURPOSES.

SUBSTITUTE

- ☒ CONSENT REFER  
☐ REGULAR REPORT REFER  
☐ ADVERTISE & REFER  
☐ 1st ADOPT 2nd READ & REFER  
☐ PERSONAL PAPER REFER

Date Referred 2-5-07

Referred To: CD/HR

Date Referred

Referred To:

Date Referred

Referred To:

Committee  
Date  
Chair  
Referred to

Committee

Date

Chair

Actions

Fav, Adv, Held (see rev. side)

Other

Members

Refer To

Committee

Date

Chair

Actions

Fav, Adv, Held (see rev. side)

Other

Members

ADOPTED BY

FEB 19 2007

COUNCIL

Refer To

Committee

Date

Chair

Actions

Fav, Adv, Held (see rev. side)

Other

Members

Refer To

Committee

Date

Chair

Actions

Fav, Adv, Held (see rev. side)

Other

Members

Refer To

FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd ☐ 3rd  
Readings

☒ Consent ☐ V Vote ☒ RC Vo

CERTIFIED

FEB 19 2007

ATLANTA CITY COUNCIL PRESIDENT

*John M. Parker*

CERTIFIED

FEB 19 2007

*Robert Douglas Johnson*  
MUNICIPAL CLERK

MAYOR'S ACTION

*Adley B. Braxton*  
FEB 27 2007

MAYOR